

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale
CONVEYING PARTY DATA	
Name	Execution Date
Ample Medical, Inc.	11/30/2009
RECEIVING PARTY DATA	
Name:	MVRx, Inc.
Street Address:	65 Bernal Avenue
City:	Moss Beach
State/Country:	CALIFORNIA
Postal Code:	94038
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	6893459
Patent Number:	7291168
Patent Number:	7381220
Patent Number:	7527646
Application Number:	10846850
Application Number:	10894433
Application Number:	11089940
Application Number:	11089949
Application Number:	11104253
Application Number:	11255663
Application Number:	11389819
Application Number:	11664545
Application Number:	11903407
Application Number:	11977493
Application Number:	11980838

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PATENT  
REEL: 023928 FRAME: 0968

OP \$840.00 6893459

Application Number:	11981025
Application Number:	12284199
Application Number:	12386821
Application Number:	12460647
Application Number:	12462956
Application Number:	12584272

#### CORRESPONDENCE DATA

Fax Number: (262)783-1211

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 262 7831300

Email: jdunaway@rkmiplaw.com

Correspondent Name: Daniel D. Ryan

Address Line 1: P.O. BOX 26618

Address Line 4: Milwaukee, WISCONSIN 53226

ATTORNEY DOCKET NUMBER:	AMPLE - MVRX PATENTS
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NAME OF SUBMITTER:	DANIEL D. RYAN
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#### Total Attachments: 7

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Additional Application Nos.

12/460,647

12/462,956

12/584,272

**BILL OF SALE**

Date: November 30, 2009

In consideration of (i) the receipt by Venture Lending & Leasing IV, Inc., a Maryland corporation ("**VLL4**"), of 19,000 shares (the "**VLL4 Shares**") of Common Stock of MVRx, Inc., a Delaware corporation ("**Purchaser**"), and (ii) the receipt by Venture Lending & Leasing V, Inc., a Maryland corporation ("**VLL5**" and sometimes being referred to herein together with VLL4 as "**Sellers**" and individually as a "**Seller**"), of 19,000 shares (the "**VLL5 Shares**") of Common Stock of Purchaser, and for other good and valuable consideration, Sellers hereby sell, transfer and assign to Purchaser, and Purchaser hereby accepts delivery of, all the right, title and interest of Ample Medical, Inc., a Delaware corporation ("**Debtor**") and Sellers, in and to the "**Collateral**", as defined in and described on Exhibit "A" attached hereto.

1. **Representations and Warranties of Seller.** Each Seller severally, but not jointly, represents and warrants to Purchaser as follows:

(a) Such Seller is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation, and has all necessary corporate power and authority to deliver this Bill of Sale to Purchaser, and to convey the Collateral to Purchaser.

(b) Such Seller held a valid security interest in the Collateral, and to its knowledge, based solely upon the results of Uniform Commercial Code search requests of the offices of the Secretary of State of the States of Delaware and California, both certified on July 30, 2009, there were no outstanding security interests of record as of such date that were superior to the security interest of such Seller in the Collateral.

(c) Debtor was in default of its obligations to such Seller, and such Seller was entitled to accept the Collateral in full satisfaction of the obligations secured thereby under the terms of a written security agreement between Debtor and such Seller, the provisions of the Division 9 of the California Uniform Commercial Code (the "**California UCC**"), and other applicable laws.

(d) The acceptance of the Collateral transferred to such Seller all of Debtor's rights therein, discharged such Seller's security interest therein, and discharged any security interests or liens that were subordinate to the security interest of such Seller.

(e) Such Seller has complied in all material respects with all applicable requirements of Part 6 of Division 9 of the California UCC in connection with the its acceptance of the Collateral.

(f) This Bill of Sale and all other documents executed and delivered by such Seller to Purchaser in connection with the sale of the Collateral have been duly authorized by all necessary corporate action on behalf of such Seller, have been duly executed and delivered by authorized officers of such Seller, are valid and binding agreements on the part of such Seller and are enforceable against such Seller in accordance with their terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and (ii) general principles of equity.

(g) No consent, approval or authorization of, or filing with, any entity on the part of such Seller is required in connection with its valid execution and delivery of this Bill of Sale or the sale of the Collateral.

2. **Disclaimer of Warranties.** EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 1 ABOVE, PURCHASER AGREES THAT THE COLLATERAL IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. PURCHASER AGREES THAT THE COLLATERAL IS PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

3. **Independent Inspection.** Purchaser acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on its knowledge of the value and condition of the Collateral. Purchaser agrees that Sellers have not made any representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Collateral, except as stated herein, and are not now and were not previously under any duty to do so. Purchaser agrees that Sellers have not made any warranty or affirmation of fact, promise, description, model or sample of the Collateral.

4. **Delivery of Possession.** Sellers shall be under no obligation to cause delivery of control or possession of the Collateral to Purchaser. Purchaser understands and acknowledges that Debtor and other third parties, and not Sellers, are in possession and control of the Collateral.

5. **Taxes and any Other Charges Related to the Sale.** Purchaser shall be responsible for all sales, use, gross receipts, registration, transfer, stamp duty, and similar taxes and notarial fees ("**Transfer Taxes**") assessed or payable in connection with or attributable to the sale of the Collateral to Purchaser under this Bill of Sale. Upon request, Purchaser shall promptly deliver to Sellers receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any Transfer Taxes.

6. **Assignment of Right to Receive Shares.** Purchaser acknowledges that VLL4 is assigning its rights to receive the VLL4 Shares to its parent, Venture Lending & Leasing IV, LLC ("**LLC4**") and that VLL5 is assigning its rights to receive the VLL5 Shares to its parent, Venture Lending & Leasing V, LLC ("**LLC5**"). Purchaser hereby acknowledges that as a condition to such assignment, each of LLC4 and LLC5 will be required to execute a Stock Restriction Agreement in the form attached hereto as Exhibit "B". As soon as practical following the consummation of this Bill of Sale and the receipt of a properly executed Stock Restriction Agreement from each of LLC4 and LLC5, Purchaser agrees to deliver (i) to VLL4 an original stock certificate registered in the name of LLC4 representing the VLL4 Shares and (ii) to VLL5 an original stock certificate registered in the name of LLC5 representing the VLL5 Shares.

7. **Further Assurances.** Each Seller agrees, at the sole expense of Purchaser, to do and perform or cause to be done and performed all such further acts and things and to execute and deliver all such other agreements, certificates, instruments and documents as Purchaser may reasonably request to carry into effect the intents and purposes of this Bill of Sale; provided, however, that except as may be required by law, neither Seller shall have any obligation to file or record any documents in connection herewith.

8. **Counterparts.** This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature or other means of electronic transmission, and such signature shall be treated as a fully enforceable signature hereto.

9. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California.

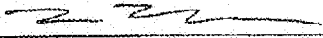
*[Signature Page Follows]*

**EXECUTION VERSION**

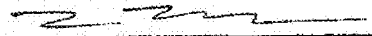
IN WITNESS WHEREOF, the parties have executed and delivered this Bill of Sale as of the date first above written.

Sellers:

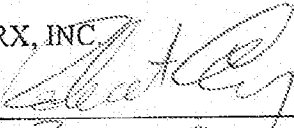
VENTURE LENDING & LEASING IV, INC.

By:   
Name: Maurice Werdegart  
Title: President

VENTURE LENDING & LEASING V, INC.

By:   
Name: Maurice Werdegart  
Title: President

Purchaser:

MVRX, INC.  
By:   
Name: Robert Chave  
Title: President & CEO

*[Signature Page to Bill of Sale]*

**Exhibit "A"**  
**To**  
**Bill of Sale**

**"Collateral"** means all of each Seller's right, title and interest in and to the Collateral (as such term is defined in that certain Loan and Security Agreement, dated as of March 28, 2008, as amended, between Debtor and each Seller, which definition of Collateral is incorporated herein by reference and which includes, without limitation, all tangible and intangible personal property of Debtor, which secured Debtor's obligations to Sellers and was in existence at the time it was obtained by Sellers through the strict foreclosure; provided, however, that the Collateral shall not include any of the Excluded Assets.

**"Excluded Assets"** means (a) all cash, cash equivalents and uncashed checks of Sellers relating to the Collateral; (b) any of Sellers' contracts of insurance and any rights of any of Sellers as an additional insured or loss payee on any insurance contract relating to the Collateral; (c) any right that any of Sellers has with respect to tax refunds, claims for tax refunds and tax attributes relating to the Collateral; (d) to the extent that the transfer of the Collateral contemplated by this Bill of Sale is prohibited by any license or other agreement, any software or other licensed products and licensed rights that may be installed on, or attached to, or relate to any of the Collateral; (e) any of the Sellers' corporate minute books and other books and records that do not relate to the Collateral; and (f) any contracts relating to the Collateral including, without limitation, any lease agreement or license agreement and any customer or supply contract